



SUPREME COURT OF THE PHILIPPINES
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Republic of the Philippines
Supreme Court
Manila

EN BANC

REYNALDO A. BODO,
Petitioner,

G.R. No. 228607

Present:

GESMUNDO, C.J.,
PERLAS-BERNABE,
LEONEN,*
CAGUIOA,
HERNANDO,
CARANDANG,
LAZARO-JAVIER,
INTING,
ZALAMEDA,
LOPEZ, M.,
GAERLAN,
ROSARIO,
LOPEZ, J., and
DIMAAMPAO, JJ.

-versus-

COMMISSION ON AUDIT,
Respondent.

Promulgated:

October 5, 2021

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DECISION

* On official leave.

ROSARIO, J.:

At bench is a Petition for *Certiorari*,¹ under Rule 64 in relation to Rule 65 of the Rules of Court, assailing Decision No. 2016-316² of respondent Commission on Audit (COA).

The antecedents:

*Barugo's Purchase of Liquid Fertilizers and
the First Notice of Disallowance*

In 2004, the municipality of Barugo³ directly purchased 3,900 liters of “*Fil-Ocean*” liquid fertilizers for ₱ 1,950,000.00 from a certain Bals Enterprises.⁴ The liquid fertilizers were meant to be distributed by the municipality to qualified farmer-residents in line with the *Farm Inputs/Farm Implements Program* of the Department of Agriculture (DA).⁵

Allegedly, Bals Enterprises made complete delivery of the purchased liquid fertilizers to the municipality on 20 May 2004.⁶

On post audit, however, the purchase was disallowed. On 5 December 2005, COA Regional Office (RO) No. VIII issued Notice of Disallowance (ND) No. 05-131-101 (04)⁷ in the amount of ₱1,950,000.00 against the municipality’s direct purchase of liquid fertilizers for being in violation of Republic Act (RA) No. 9184. The ND faulted the purchase for, among others, the following:⁸

1. Absence of a pre-bid conference required under Section 22 [of the Implementing Rules and Regulations (IRR)] of RA No. 9184;
2. A re-bidding was not conducted after the first failed bidding in violation of Section 35(a) of the IRR of RA No. 9184; and
3. No bidding documents were submitted as required under Section 17, Rule VI, of the IRR of RA No. 9184.

¹ *Rollo*, pp. 12-25.

² *Id.* at 28-33. The decision, dated 9 November 2016, was signed by COA Chairperson Michael G. Aguinaldo and Commissioners Jose A. Fabia and Isabel D. Agito.

³ A municipality in the province of Leyte.

⁴ *Rollo*, p. 40 and 45.

⁵ See Memorandum of Agreement dated 26 April 2004 between DA-Regional Unit 8, the House of Representatives and the municipality of Barugo, *id.* at 35-38.

⁶ *Id.* at 46.

⁷ *Id.* at 47-50.

⁸ *Id.* at 52.

The ND identified the following persons liable thereunder:

1. Mayor Juliana A. Villasin (Villasin), mayor of Barugo – for certifying the necessity and legality of the expenses incurred under her direct supervision, and for approving the payment of the purchase price.
2. Mr. Aluino Ala (Ala), municipal accountant of Barugo – for certifying supporting documents and for allowing the transaction to pass in pre-audit.
3. Mr. Gil Acuin (Acuin), DA technologist of Barugo – for being in-charge of the distribution of the fertilizers and for preparing the report of the delivery of the liquid fertilizers to the different barangays.
4. The chairman and all the members of the Bids and Awards Committee (BAC) of the municipality of Barugo.

All persons named liable under the ND filed requests for exclusion from liability.⁹ COA RO No. VIII denied all such requests, except that of the chairman and members of the BAC of the municipality.¹⁰ COA RO No. VIII ordered the exclusion of the chairman and members of the Barugo BAC as among the persons liable under the ND after determination that the BAC did not participate in and was, in fact, bypassed insofar as the municipality's purchase of the liquid fertilizers was concerned.¹¹

Appeals of the First Notice of Disallowance and the Issuance of a Supplemental Notice of Disallowance Against Petitioner

Villasin, Ala and Acuin (Villasin et al.) then appealed the ND to the COA Legal Adjudication Office (LAO). They argued that the municipality's direct purchase of liquid fertilizers was justified since a previous attempt to bid out the transaction had failed.

On 24 January 2007, however, COA-LAO rendered a decision¹² denying such appeal and sustaining the ND. Undeterred, Villasin et al. appealed to the COA Commission proper.

⁹ Id. at 52.

¹⁰ Id.

¹¹ Id. at 54-55.

¹² LAO-Local Decision No. 2007-011, id. at 30.

On 14 October 2009, COA issued Decision No. 2009-101¹³ which denied Villasin et al.'s appeal. Like the COA-LAO, COA sustained the disallowance of Barugo's direct purchase of liquid fertilizers from Bals Enterprises for being in violation of RA No. 9184. As the COA ratiocinated:¹⁴

1. Barugo's purchase of liquid fertilizers was never preceded by a *bona fide* public bidding under RA No. 9184. The alleged previous attempt by the municipality to bid out its purchase of liquid fertilizers was a nullity, if not a sham—
 - a. To start, the BAC of Barugo had absolutely no knowledge of the purchase and was never convened to act thereon. It was only Villasin et al. who posted the Invitation to Apply for Eligibility and to Bid, conducted the alleged bidding and determined the failure thereof. These acts of Villasin et al. are, however, void for being in usurpation of functions otherwise exclusively vested by law unto the BAC.
 - b. At any rate, Villasin et al. violated Section 18 of RA No. 9184 when they explicitly referred to "*Fil-Ocean*"—a specific brand of liquid fertilizer exclusively supplied by Bals Enterprises—as the object of the alleged bidding. Villasin et al.'s reference to *Fil-Ocean*, in turn, all but ensures the failure of their attempted bidding proceedings as there is really only one supplier of liquid fertilizer that could possibly submit a qualified bid.
2. Since there had been no *bona fide* public bidding to begin with, it cannot be said that a genuine failure of bidding had in fact occurred. Consequently, Barugo's resort to direct contracting in the procurement of liquid fertilizers lacked factual basis. In this case, none of the conditions to justify resort to direct contracting under Section 50 of RA No. 9184 were established.

In addition to upholding the ND, however, COA also found it proper to require the inclusion of herein petitioner Reynaldo Bodo—Barugo's municipal agriculturist and the one who signed the purchase request for the 3,900 liters of *Fil-Ocean* liquid fertilizers—as one of the persons liable for the disallowed transaction. To this end, COA directed the audit team leader (ATL) of Barugo to issue a supplemental ND against petitioner.

¹³ Id. at 51-59. The decision was signed by then COA Chairperson Reynaldo A. Villar and COA Commissioners Juanito G. Espino, Jr.

¹⁴ Id.

The dispositive portion of COA Decision No. 2009-101 reads:¹⁵

WHEREFORE, premises considered, the instant appeal is **DENIED**. LAO-Local Resolution No, 2007-028 dated 11 December 2007, denying the Motion for Reconsideration from LAO-Local Decision No. 2007-011 dated 24 January 2007 and Notice of Disallowance (ND) No. 05-131-101 (04) dated 5 December 2005, is hereby **AFFIRMED** with modification for the inclusion of Mr. Reynaldo Bodo, Municipal Agriculturist, as one of the persons liable for signing the Purchase Request for 3,900 liters of Fil-Ocean liquid fertilizer. The Audit Team Leader (ATL) of the Municipality of Barugo, Leyte shall issue a Supplemental ND to include Mr. Reynaldo Bodo, Municipal Agriculturist, among the persons held liable in the disallowed transaction.

In compliance with the directive of the COA decision, the ATL of Barugo issued Supplemental ND No. 10-001-101 (04)¹⁶ against petitioner on 15 April 2010.

Appeals of the Supplemental Notice of Disallowance and the Instant Petition

Aggrieved, petitioner appealed the supplemental ND to COA RO No. VIII. On 24 July 2013, however, COA RO No. VIII rendered a decision¹⁷ denying such appeal. Petitioner then appealed to the COA Commission Proper.

On 9 November 2016, COA issued Decision No. 2016-316¹⁸ which denied petitioner's appeal. The dispositive portion of the decision reads:¹⁹

WHEREFORE, premises considered, the petition for review is hereby **DENIED** for lack of merit. Accordingly, [ND] No. 10-001-101 (04) dated April 15, 2010, holding Mr. Reynaldo A. Bodo liable for disallowance of P1,950,000.00 in the procurement of 3,900 liters of Fil-Ocean liquid fertilizer by the Municipal Government of Barugo, Leyte, is hereby **AFFIRMED**.

Hence, this petition.

Here, petitioner argues that COA committed grave abuse of discretion in finding him as among the persons liable for Barugo's direct purchase of liquid fertilizers from Bals Enterprises. He contends that, since

¹⁵ Id. at 58.

¹⁶ Id. at 60.

¹⁷ COA RO No. VIII Decision No. 2013-011, id. at 30.

¹⁸ Id. at 28-33. The decision, dated 9 November 2016, was signed by COA Chairperson Michael G. Aguinaldo and Commissioners Jose A. Fabia and Isabel D. Agito.

¹⁹ Id. at 32-33.

the said purchase had been disallowed because of the irregularity in its mode of procurement, only the persons who caused or was involved in such irregularity should be held liable therefor. Petitioner claims that he cannot be considered as one such person because—as the mere signatory of the purchase request for the liquid fertilizers—he actually had no control or participation in the municipality’s decision to procure the Fil-Ocean liquid fertilizers *via* direct contracting.

OUR RULING

We note upfront that petitioner did not raise any challenge to the disallowance of Barugo’s purchase of liquid fertilizers from Bals Enterprises. Petitioner, as his petition evinces, only questioned his inclusion as one of the officials liable for such disallowance. Hence, the COA’s disallowance—including the commission’s factual findings underpinning the same—may be regarded as already settled in this petition.

Against such backdrop, we grant the petition in part. We sustain COA Decision No. 2016-316 insofar it held petitioner as among the officers liable for the disallowed transaction. However, We require COA to determine the exact amount of liability of petitioner, and his solidary co-debtors, pursuant to this decision.

I

The COA did not err, much less commit any grave abuse of discretion, when it found petitioner as among those civilly liable for the disallowed purchase of liquid fertilizers.

While he is not among those who “*authorized*” Barugo’s purchase of Fil-Ocean liquid fertilizers *via* direct contracting, petitioner may still be held liable for such purchase. In our jurisdiction, all government officers who are directly responsible for the unlawful expenditure of public funds²⁰—from those who authorized or made the illegal payments up to those who merely took part or contributed to their accomplishment—may be held civilly liable therefor *if* found to be guilty of bad faith or gross negligence.²¹ This is the clear import of Section 43 of Book VI, Chapter 5 of the 1987 Administrative Code²² in relation to Sections 38 and 39 of Book I, Chapter 9 of the same code, to wit:

²⁰ Section 103 of Presidential Decree (PD) No. 1445 reads: “Section 103. *General liability for unlawful expenditures.* Expenditures of government funds or uses of government property in violation of law or regulations shall be a personal liability of the official or employee found to be directly responsible therefor.”

²¹ See *Madera v. COA*, G.R. No. 244128, 8 September 2020.

²² Executive Order No. 292, s. of 1987.

Book VI

SECTION 43. *Liability for Illegal Expenditures.* — Every expenditure or obligation authorized or incurred in violation of the provisions of this Code or of the general and special provisions contained in the annual General or other Appropriations Act shall be void. **Every payment made in violation of said provisions shall be illegal and every official or employee authorizing or making such payment, or taking part therein, and every person receiving such payment shall be jointly and severally liable to the Government for the full amount so paid or received.**

Any official or employee of the Government knowingly incurring any obligation, or authorizing any expenditure in violation of the provisions herein, or taking part therein, shall be dismissed from the service, after due notice and hearing by the duly authorized appointing official. If the appointing official is other than the President and should he fail to remove such official or employee, the President may exercise the power of removal. (Emphasis supplied)

Book I

SECTION 38. *Liability of Superior Officers.* — (1) A public officer shall not be civilly liable for acts done in the performance of his official duties, **unless there is a clear showing of bad faith, malice or gross negligence.**

X X X X

SECTION 39. *Liability of Subordinate Officers.* — No subordinate officer or employee shall be civilly liable for acts done by him in good faith in the performance of his duties. **However, he shall be liable for willful or negligent acts done by him which are contrary to law, morals, public policy and good customs even if he acted under orders or instructions of his superiors.** (Emphases supplied)

The interplay of the above provisions is, in turn, codified in Rules 2a and 2b of the *Madera*²³ Rules of Return which presently govern the civil liability of “*approving*” and “*certifying*” officers in a disallowed expenditure:²⁴

2. If a Notice of Disallowance is upheld, the rules on return are as follows:

a. Approving and certifying officers who acted in good faith, in regular performance of official functions, and with the diligence of a good father of the family are not civilly liable to return consistent with Section 38 of the Administrative Code of 1987.

²³ *Madera v. COA*, G.R. No. 244128, 8 September 2020.

²⁴ *Id.*

b. Approving and certifying officers who are clearly shown to have acted in bad faith, malice, or gross negligence are, pursuant to Section 43 of the Administrative Code of 1987, solidarily liable to return only the net disallowed amount which, as discussed herein, excludes amounts excused under the following sections 2c and 2d.

Petitioner's participation in the disallowed transaction is undisputed. He was the one who, in his capacity as head of the municipal agriculture office, signed the purchase request for the 3,900 liters of Fil-Ocean liquid fertilizers that eventually became the subject of sale between Barugo and Bals Enterprises. Petitioner, in other words, acted as the requisitioning officer of the goods subject of the disallowed transaction.

The preparation and signing of a purchase request, as a prelude to government procurement, is not a mere mechanical act. In the case of procurements by local government units, a purchase request for goods or supplies must be prepared by "*the head of office or department needing the supplies*" who is also required to "*certify...to [the] necessity [of the requested supplies] for official use*" as well as "*specify the project or activity where [such supplies] are to be used.*"²⁵ Too, the head of the requisitioning office or department has to take care to identify the requested goods or supplies by their technical description.²⁶ The use of brand names is prohibited.²⁷

In operation, a purchase request is one of the documents that sets into motion the conduct of procurement proceedings. It is the duly approved purchase request, together with the certifications from the local budget officer, accountant and treasurer, which are forwarded to the local BAC for its action and disposition pursuant to the procurement law. Thus, from such view, it is undeniable that a purchase request assumes a contributory role to the initiation of procurement proceedings and, ultimately, to an agency's purchase of the requisitioned goods or items from a contractor.

Accordingly, petitioner cannot be considered as a total stranger to the disallowed transaction. The purchase request he signed provided documentary support and impetus—and, to an extent, the appearance of legitimacy—to the sham bidding conducted by Villasin et al., and the eventual award of contract in favor of Bals Enterprises. Petitioner may not have been involved in the conduct of such bidding and award, but he partly enabled the personalities who were involved to undertake them. Given this milieu, petitioner's participation in the disallowed transaction, albeit only contributory, cannot be doubted.

²⁵ R.A. No. 7160, Section 359.

²⁶ See R.A. No. 9184, Section 18. See also *Martel v. People*, G.R. No. 224720-23 and 224765-68, 2 February 2021.

²⁷ See R.A. No. 9184, Section 18.

It bears stressing, however, that petitioner's civil liability is not predicated on his participation in the disallowed transaction alone. Consistent with the aforecited provisions of the Administrative Code and of the *Madera* Rules of Return, such liability must be, as it is, rested on the fact that, under the circumstances, **petitioner's participation had been tainted with gross negligence, if not bad faith.**

Here, petitioner's gross negligence or bad faith when signing the purchase request is made clear by the following circumstances:

1. As he admitted in the proceedings *a quo*,²⁸ petitioner signed the purchase request *after* the same was already approved and signed by Villasin. This occurrence, *per se*, constitutes a red flag because it deviates from the usual procedure for processing purchase requisitions. Under Sections 359 and 361 of R.A. No. 7160 or the Local Government Code,²⁹ purchase requisitions are required to emanate from and be prepared by the head of the office or department needing the supplies before they are submitted for approval to the appropriate approving authority.
2. Moreover, the purchase request itself was highly irregular. It explicitly requests for "Fil-Ocean" liquid fertilizers— which is a specific brand of liquid fertilizers and one that happens to be exclusively supplied by Bals Enterprises.³⁰ As such, the purchase request not only violated regulations prohibiting the use of brand names in requisitions and procurement³¹ but also reveals a patent

²⁸ *Rollo*, pp. 31-32.

²⁹ Sections 359 and 361 of R.A. No. 7610 provides:

SECTION 359. Officers Having Authority to Draw Requisitions. — Requisitions shall be prepared by the head of office or department needing the supplies, who shall certify as to their necessity for official use and specify the project or activity where the supplies are to be used.

x x x x

SECTION 361. Approval of Requisitions. — Approval of the requisition by the head of office or department concerned who has administrative control of the appropriation against which the proposed expenditure is chargeable is deemed sufficient, except in case of requisition for supplies to be carried in stock which shall be approved by the local chief executive concerned: Provided, That such supplies are listed or included in the annual procurement plan and the maximum quantity thereof does not exceed the estimated consumption corresponding to a programmed three-month period: Provided, further, That nothing herein contained shall be held as authorizing the purchase of furniture and equipment for stock purposes.

³⁰ *Rollo*, p. 45.

³¹ Section 24 of COA Circular No. 92-386 provides:

SECTION 24. Specification of Supplies or Property. — The description and specification of the supplies or property called for in the requisition shall include only the technical specifications which will fill and satisfy the needs of the requisitioner. All measurements and weights shall be stated in metric system except those supplies or property which can better be described in the English system.

The general services officer, municipal or barangay treasurer, as the case may be, shall be responsible for the correctness and accuracy of the specifications or technical descriptions of supplies or property to be purchased, whatever is the mode of procurement, to avoid delays that could arise from any ambiguity.

bias in favor of a particular contractor. Meanwhile, petitioner also offered no ample explanation as to why Fil-Ocean was favored over any other brand of liquid fertilizer.

The confluence of the above circumstances forecloses any possibility that the latter acted in good faith when he signed the purchase request. They reveal that petitioner already knew or, at the very least, should have been apprised about Villasin et al.'s intent to unduly favor Bals Enterprises in the award of the supply contract. That petitioner still signed the purchase request amidst the aforesaid circumstances only shows that he had been utterly nonchalant in the performance of his duties, or worse, that he actually consented to Villasin et al.'s subsequent actions. Either way, petitioner stands to be civilly liable therefor pursuant to Section 43 of Book VI of the 1987 Administrative Code in relation to Section 38 of Book I of the same code.

Verily, we find that COA correctly held petitioner as one of those civilly liable for the disallowed purchase of liquid fertilizers.

II

Be that as it may, we disagree with COA insofar as it effectively held petitioner to be solidarily liable with Villasin et al. for the entire disallowed amount of ₱ 1,950,000.00—the sum paid by Barugo to Bals Enterprises pursuant to their ill-fated contract. We find such holding inaccurate given the advent of recent jurisprudence *vis-à-vis* the peculiar circumstances in this case.

The solidary liability of government officials who approved or took part in the illegal expenditure of public funds, pursuant to Section 43 of Book VI of the 1987 Administrative Code, does not necessarily equate to the total amount of the expenditure.³² In *Torreta v. COA*,³³ we held that should the disallowed expenditure consist of payments arising from irregular or unlawful government contracts—such as the case here—the solidary liability of the aforesaid officials *may* be reduced based on the principle of *quantum meruit*. Thus:³⁴

Accordingly, we hereby adopt the proposed guidelines on return of disallowed amounts in cases involving unlawful/irregular government contracts submitted by herein Justice Perlas-Bernabe, to wit:

1. If a Notice of Disallowance is set aside by the Court, no return shall be required from any of the persons held liable therein.

³² See *Torreta v. COA*, G.R. No. 242925, 10 November 2020.

³³ *Id.*

³⁴ *Id.*

2. If a Notice of Disallowance is upheld, the rules on return are as follows:

a. Approving and certifying officers who acted in good faith, in the regular performance of official functions, and with the diligence of a good father of the family are not civilly liable to return consistent with Section 38 of the Administrative Code of 1987.

b. Pursuant to Section 43 of the Administrative Code of 1987, approving and certifying officers who are clearly shown to have acted with bad faith, malice, or gross negligence, are solidarily liable together with the recipients for the return of the disallowed amount.

c. The civil liability for the disallowed amount may be reduced by the amounts due to the recipient based on the application of the principle of *quantum meruit* on a case to case basis.

d. These rules are without prejudice to the application of the more specific provisions of law, COA rules and regulations, and accounting principles depending on the nature of the government contract involved. (Emphasis supplied, citations omitted)

Consequently, this brings to the fore the following questions:

1. Can the principle of *quantum meruit* be applied to reduce the civil liability of petitioner and, inevitably, of his solidary co-debtors?
2. If so, up to how much should such civil liability be reduced?

Torreta explains the rationale of *quantum meruit* and the conditions under which it is applied:³⁵

x x x *Quantum meruit* literally means "as much as he deserves." Under this principle, a person may recover a reasonable value of the thing he delivered or the service he rendered. The principle also acts as a device to prevent undue enrichment based on the equitable postulate that it is unjust for a person to retain benefit without paying for it. The principle of *quantum meruit* is predicated on equity. In the case of *Geronimo v. COA*, it has been held that "the [r]ecovery on the basis of quantum merit was allowed despite the invalidity or absence of a written contract between the contractor and the government agency. (Citations omitted)

In this case, we find that *quantum meruit* may indeed operate to reduce the civil liability of petitioner, and of Villasin et al. as well,³⁶ for the

³⁵ Id.

³⁶ The pronouncement providing for the reduction of the liability of petitioner under Section 43 of Book VI of the 1987 Administrative Code may inure to the benefit of her solidary co-debtors,

disallowed transaction. However, due to Our limitations as a court of law, We leave to COA the final determination of up to how much such liability could be reduced.

It is settled that Bals Enterprises already made delivery of liquid fertilizers under its contract with Barugo. The municipality acknowledged such delivery through an *Inspection and Acceptance Report*³⁷ dated 20 May 2004, and even distributed the fertilizers to the beneficiary farmers.³⁸ These circumstances tell that Barugo already benefited from the fertilizers delivered by Bals Enterprises and, therefore, the principle of *quantum meruit* finds application.

Thus, despite the invalidity of its contract with Barugo, Bals Enterprises should be deemed entitled to retain the “reasonable value” of its deliveries to Barugo. The determination of such value, however, is a factual one that necessarily requires an inquiry as to the exact number of liquid fertilizers delivered by Bals Enterprises,³⁹ as well as setting a fair and reasonable unit price for each liter of fertilizer that may or may not be consistent with the unit price stated in the contract. Clearly, this is a technical determination that COA is more equipped to undertake.

The total sum that Bals Enterprises is entitled to retain, as may be determined by COA, should then be deducted from the disallowed amount of ₱ 1,950,000.00. The difference is the final civil liability of petitioner and his solidary co-debtors.

WHEREFORE, premises considered, the petition is **GRANTED IN PART**. Decision No. 2016-316 dated 9 November 2016 of the Commission on Audit is **AFFIRMED** with **MODIFICATION** in that the pronouncement setting the amount of civil liability of petitioner under ND No. 10-001-101 (04) to ₱1,950,000.00 is **VACATED**. The case is hereby **REMANDED** to the Commission on Audit which is **DIRECTED** to determine the proper amount of civil liability of petitioner Reynaldo A. Bodo under ND No. 10-001-101 (04), and of Juliana A. Villasin, Aluino O.

Villasin et al., despite the latter not being parties to the present petition. The liability of petitioner, on one hand, and the liability of Villasin et al., on the other, are so intricately related that the former cannot be determined without affecting the latter. In this regard, we apply by analogy the rules on the effect of an appellate judgment when not all parties to the original judgment appealed, as articulated in *Government v. Tizon*, 127 Phil. 607 (1967).

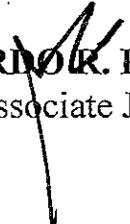
³⁷ *Rollo*, p. 46.

³⁸ *Id.* at 47-49.

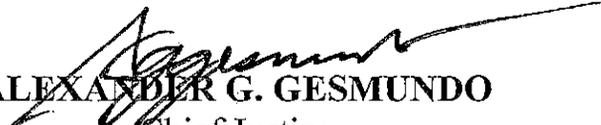
³⁹ While the Inspection and Acceptance Report (*rollo*, p. 46) attests that Bals Enterprises already made complete delivery of all 3,900 liters of liquid fertilizers, there is indication that such report may not be accurate on its face. One of the reasons for disallowance cited in the original ND (see *rollo*, p. 48) is a supposed discrepancy between the amount of fertilizers delivered to Barugo as stated in the Inspection and Acceptance Report (*i.e.*, 3,900 liters) and the amount of fertilizers actually distributed by Barugo (*i.e.*, 2,284 liters). This discrepancy was never fully explained in any of the decisions of the COA and, thus, a lingering doubt as to the accuracy of the Inspection and Acceptance Report remains.

Ala and Gil Acuin under ND No. 05-131-101 (04) with dispatch and in accordance with this decision.

SO ORDERED.

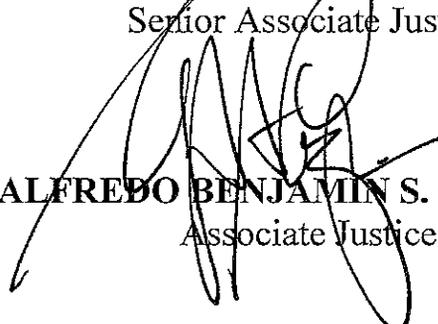

RICARDO R. ROSARIO
Associate Justice

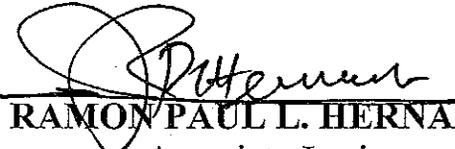
WE CONCUR:


ALEXANDER G. GESMUNDO
Chief Justice


ESTELA M. PERLAS-BERNABE
Senior Associate Justice

ON OFFICIAL LEAVE
MARVIC MARIO VICTOR F. LEONEN
Associate Justice

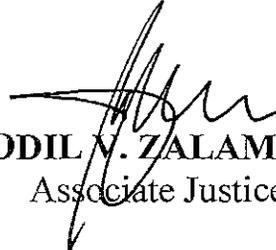

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

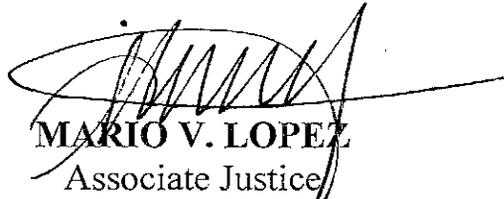

RAMON PAUL L. HERNANDO
Associate Justice

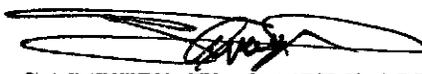

ROSMARI B. CARANDANG
Associate Justice


AMY C. LAZARO-JAVIER
Associate Justice

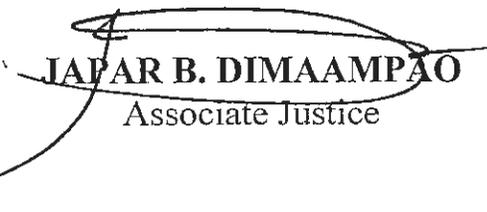

HENRI JEAN PAIL B. INTING
Associate Justice


RODIL N. ZALAMEDA
Associate Justice


MARIO V. LOPEZ
Associate Justice


SAMUEL H. GAERLAN
Associate Justice

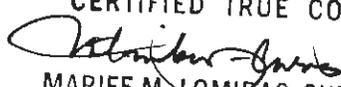

JHOSEP Y. LOPEZ
Associate Justice


JAPAR B. DIMAAMPAO
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court.


ALEXANDER G. GESMUNDO
Chief Justice

CERTIFIED TRUE COPY

MARIFE M. LOMIBAO-CUEVAS
Clerk of Court
Supreme Court